

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>Lynda T. Bui, Trustee 3550 Vine Street, Suite 210 Riverside, California 92507 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: trustee.bui@shulmanbastian.com</p> <p>Chapter 7 Trustee appearing without attorney</p> <p><input type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for:</p>	<p>FOR COURT USE ONLY</p>
<p style="text-align: center;">UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION</p>	
<p>In re:</p> <p>CHRISTOPHER ROBERTS,</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 6:25-bk-13982-SY CHAPTER: 7</p> <p>NOTICE OF MOTION FOR: CHAPTER 7 TRUSTEE'S MOTION FOR ORDER APPROVING THE SALE OF FOUR PARCELS OF LAND PURSUANT TO BANKRUPTCY CODE § 363(b)(1); AND DECLARATION OF LYNDIA T. BUI IN SUPPORT THEREOF</p> <p>(Specify name of Motion)</p> <p>DATE: 01/08/2026 TIME: 9:30 am COURTROOM: 302 PLACE: United States Bankruptcy Court 3420 Twelfth Street Riverside, CA 92501</p>

1. TO (*specify name*): Honorable Scott H. Yun, United States Bankruptcy Judge and all interested parties
2. NOTICE IS HEREBY GIVEN that on the following date and time and in the indicated courtroom, Movant in the above-captioned matter will move this court for an Order granting the relief sought as set forth in the Motion and accompanying supporting documents served and filed herewith. Said Motion is based upon the grounds set forth in the attached Motion and accompanying documents.
3. **Your rights may be affected.** You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)

4. **Deadline for Opposition Papers:** This Motion is being heard on regular notice pursuant to LBR 9013-1. If you wish to oppose this Motion, you must file a written response with the court and serve a copy of it upon the Movant or Movant's attorney at the address set forth above no less than fourteen (14) days prior to the above hearing date. If you fail to file a written response to this Motion within such time period, the court may treat such failure as a waiver of your right to oppose the Motion and may grant the requested relief.
5. **Hearing Date Obtained Pursuant to Judge's Self-Calendaring Procedure:** The undersigned hereby verifies that the above hearing date and time were available for this type of Motion according to the judge's self-calendaring procedures.

Date: 12/18/2025

Printed name of law firm

/s/ Lynda T. Bui
Signature

Lynda T. Bui
Printed name of attorney

1 Lynda T. Bui, Trustee
3550 Vine Street, Suite 210
2 Riverside, California 92507
Telephone: (949) 340-3400
3 Facsimile: (949) 340-3000
Email: trustee.bui@shulmanbastian.com
4

5 Chapter 7 Trustee
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8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION**

10 In re

Case No. 6:25-bk-13982-SY

11 **CHRISTOPHER ROBERTS,**

Chapter 7

12 Debtor.

**CHAPTER 7 TRUSTEE'S MOTION FOR
ORDER APPROVING THE SALE OF
FOUR PARCELS OF LAND PURSUANT
TO BANKRUPTCY CODE § 363(b)(1);
AND DECLARATION OF LYNDA T. BUI IN
SUPPORT THEREOF**

Date: January 8, 2026

Time: 9:30 a.m.

Ctrm: 302

Place: United States Bankruptcy Court
3420 Twelfth Street
Riverside, CA 92501

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19 **TO THE HONORABLE SCOTT H. YUN, UNITED STATES BANKRUPTCY JUDGE, THE**
20 **OFFICE OF THE UNITED STATES TRUSTEE, THE DEBTOR AND CREDITORS, AND**
21 **OTHER INTERESTED PARTIES AND THEIR COUNSEL OF RECORD:**

22 Lynda T. Bui ("Trustee"), the duly appointed, qualified and acting Chapter 7 trustee
23 for the bankruptcy estate ("Estate") of Christopher Roberts ("Debtor"), brings this *Motion*
24 *for Order Approving the Sale of Four Parcels of Land Pursuant to Bankruptcy Code §*
25 *363(b)(1)* ("Sale Motion") and respectfully represents the below.

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1 **I. INTRODUCTION**

2 The Trustee has received an offer from Intercoastal Financial, LLC ("Buyer") to
3 purchase 4 parcels of land, APN:(1) 011-404-014-000;(2) 008-531-031-000;(3) 008-531-
4 000 and (4) 009-103-009-000 (collectively, "Parcels") for \$10,000 ("Purchase Price").

5 The proposed sale of the Parcels shall be subject to overbids in the Bankruptcy
6 Case in order to ensure that the Estate receives the highest and best possible return. Any
7 potential bidder must submit an initial overbid of at least \$2,000 above the Purchase Price,
8 for a total minimum bid of \$12,000, with subsequent minimum bid increments of \$1,000.
9 Subject to Court approval, the Trustee shall have sole discretion to determine the
10 procedures for bidding and to select the overbid that represents the highest and best offer
11 for the benefit of the Estate. The Trustee believes that this overbidding procedure is fair,
12 reasonable, and designed to maximize recovery for the Estate and its creditors.

13 Through the sale, the Trustee is expected to generate net proceeds of
14 approximately \$10,000 for the benefit of the Estate and its creditors. In the event the
15 Purchase Price is increased by a successful overbid, the estimated net proceeds will
16 increase and the Estate will receive additional funds to distribute to unsecured creditors.
17 In summary, the Trustee believes that good cause exists to grant the Sale Motion so the
18 Trustee does not lose this favorable business opportunity.

19 **II. RELEVANT FACTS**

20 The Debtor filed for Chapter 7 bankruptcy on June 14, 2025 (DK 1). As of the date
21 of this Sale Motion, the Court's Claims Register reflects 7 claims filed in the aggregate
22 amount of \$42,446.78 consisting of \$2,246.39 in priority unsecured claims and \$40,200.39
23 as general unsecured claims. The Debtor's Schedules reflect a \$2,534.00 priority
24 unsecured claims and \$106,117.00 general unsecured claims.

25 The Trustee desires to sell, and Buyer desires to purchase the Parcels pursuant to
26 the terms and conditions of the Assets Purchase Agreement. A true and correct copy of
27 the Asset Purchase Agreement is attached to the Declaration of Lynda T. Bui as **Exhibit**

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III. ARGUMENT

A. There is a Good Business Reason for the Sale and the Sale is in the Best Interest of the Estate.

The Trustee has the fiduciary duty to administer assets. Bankruptcy Code §704 provides in relevant part as follows:

- (a) The trustee shall—
(1) collect and reduce to money the property of the estate for which such trustee serves, and close such estate as expeditiously as is compatible with the best interests of parties in interest;

11 U.S.C. §704(a). Further, the Trustee, after notice and hearing, may sell property of the estate. 11 U.S.C. § 363(b). Courts ordinarily will approve a proposed sale if there is a good business reason for the sale and the sale is in the best interests of the estate. *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991); *In re Lionel Corp.*, 722 F.2d 1063, 1069 (2d Cir. 1983).

The Trustee believes, in the exercise of her sound business judgment, the sale of the Parcels at this time is in the best interest of the Estate. The Parcels are not only undeveloped and non-income producing, but also burden the Estate with recurring expenses such as property taxes and potential liability related to continued ownership of the Parcels. Without the sale, the Estate would have to continue bearing these costs for an uncertain period of time or until such time as it becomes clear that the Parcels are burdensome to the Estate and should be abandoned.

In evaluating the sale, the Trustee reviewed, searched and compared with the public records and concluded that the offered purchase price is fair and consistent with market value, especially because the sale is subject to overbids.

A prompt sale will also avoid potential risk of ownership and maximize the cash value of the Estate to create a net return to unsecured creditors. Accordingly, there is a compelling business reason for the proposed sale and the Trustee therefore seeks to sell the Parcels while the market remains favorable and while a qualified buyer is ready and willing to close.

1 Pursuant to Local Bankruptcy Rule 6004-1(g), once the sale closes, the Trustee will
2 file with the Court a *Report of Sale* which details the sale terms approved and the identity
3 of the buyer.

4 **B. The Sale is Made in Good Faith.**

5 A purchaser of property is protected from the effects of reversal on appeal of the
6 authorization to sell or lease as long as the Court finds the purchaser acted in good faith
7 and the appellant fails to obtain a stay of the sale. See, Bankruptcy Code Section 363(m).

8 The Trustee was initially contacted by George Bechakas ("Mr. Bechakas"), who
9 reached out on behalf of Panorama Asset Recovery, LLC, a New York limited liability
10 company ("Panorama") with its principal place of business in Williamsville, New York. After
11 a couple of rounds of good faith negotiations, Mr. Bechakas agreed to the set purchase
12 price on behalf of the Buyer. The Buyer, Intercoastal Financial, LLC, is a limited liability
13 company organized and existing under the laws of the State of Florida, with its principal
14 business address at Clearwater, Florida. Neither Panorama nor the Buyer is related to,
15 affiliated with, or controlled by the Debtor, who resides in the State of California, and there
16 is no insider or familial relationship between them that the Trustee is aware of.

17 According to public record, Buyer is an independent investment firm that specializes
18 in acquiring and managing bankruptcy estate assets in a commercially reasonable and
19 transparent manner. The transaction between the Trustee and the Buyer has been
20 negotiated in good faith. The Buyer has also acted in good faith within the meaning of 11
21 U.S.C. § 363(m) and is entitled to the protections afforded thereby.

22 **C. The Proposed Sale Should be Allowed Free and Clear of Liens**

23 Bankruptcy Code Section 363(f) allows a trustee to sell property of the estate "free
24 and clear of any interest in such property of an entity" under certain conditions. Section
25 363(f)(3) permits a sale free and clear of such interests if "the price at which such property
26 is to be sold is greater than the aggregate value of all liens on such property." 11 U.S.C. §
27 363(f)(3).

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1 In this case, there are no liens or mortgages on the Parcels and, therefore, no
2 corresponding secured creditors. Accordingly, the Court has authority to approve the sale
3 of the Parcels free and clear under Bankruptcy Code § 363(f)(3), as the sale price exceeds
4 the value of any interests in the property.

5 **D. The Court has the Authority to Waive the Fourteen-Day Stay of Sale.**

6 Federal Rule of Bankruptcy Procedure 6004(h) provides that “[a]n order authorizing
7 the use, sale or lease of property other than cash collateral is stayed until the expiration of
8 14 days after entry of the order, unless the Court orders otherwise.” Fed. Rule Bankr. P.
9 6004(h). The Trustee desires to close the sale of the Parcels as soon as practicable after
10 entry of an order approving the sale. Accordingly, the Trustee requests that the Court, in
11 the discretion provided it under Federal Rule of Bankruptcy Procedure 6004(h), waive the
12 fourteen-day stay requirement.

13 **IV. CONCLUSION**

14 Based upon the foregoing, the Trustee respectfully submits that good cause exists
15 for granting the Sale Motion and requests that the Court enter an order which provides as
16 follows:

17 1. Authorizing the Trustee to sell the Parcels to Intercoastal Financial, LLC, a
18 Florida limited liability company, subject to overbids at the time of the hearing. The sale
19 shall be without any warranties, representations or contingencies, free and clear of liens,
20 claims and interests of third parties, with such liens, claims and interests to attach to the
21 sale proceeds pending further Court order.

22 2. Authorize the Trustee to execute any and all documents to effectuate the sale
23 of the Parcels as proposed in the Sale Motion.

24 3. For such other and further relief as the Court deems just and proper under
25 the circumstances of this case.

26 Dated: December 18, 2025

/s/ Lynda T. Bui

Lynda T. Bui
Chapter 7 Trustee for the bankruptcy estate of
Christopher Roberts

DECLARATION OF LYNDA T. BUI

I, Lynda T. Bui, declare and state as follows:

1. I am the Chapter 7 trustee for the bankruptcy estate of *In re Christopher Roberts* ("Debtor"), Case No. 6:25-bk-13982-SY. I have personal knowledge of the facts set forth in this Declaration and could, if called as a witness, competently testify thereto.

2. I am familiar with the Debtor's bankruptcy proceeding and make this Declaration in support of my *Motion for Order Approving the Sale of Four Parcels of Land Pursuant to Bankruptcy Code § 363(b)(1)* ("Sale Motion"). All capitalized terms not otherwise defined herein shall have the meaning set forth in the Sale Motion.

3. On September 19, 2025, George Bechakas ("Mr. Bechakas") from Panorama Asset Recovery, LLC emailed me, introducing he represents a company that consistently purchases bankruptcy estate assets for cash in bankruptcy proceedings. I asked him if he was interested in purchasing 4 parcels of land which have the following APN:(1) 011-404-014-000;(2) 008-531-031-000;(3) 008-531-000 and (4) 009-103-009-000 (collectively, "Parcels")

4. On September 29, 2025, Mr. Bechakas offered to purchase the Parcels for \$5,000, on behalf of Intercoastal Financial, LLC, a limited liability company organized and existing under the laws of the State of Florida ("Buyer").

5. On October 2, 2025, after discussions and my counter, Mr. Bechakas agreed to increase the purchase price to \$10,000 and indicated that the purchase would be made through Buyer. The purchase is "as is where is" with no representation or warranties and free and clear of any liens and encumbrances.

6. TA true and correct copy of the fully executed Asset Purchase Agreement is attached hereto as **Exhibit 1**.

7. Attached as **Exhibit 2** are the legal descriptions of the Parcels.

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1 8. Pursuant to Local Bankruptcy Rule 6004-1(g), once the sale closes, I will file
2 with the Court a *Report of Sale* which details the sale terms approved and the identity of
3 the buyer. I will also sign the Trustee's Deed of Sale for the Parcels.

4 I declare under penalty of perjury pursuant to the laws of the United States of
5 America that the foregoing is true and correct.

6 EXECUTED on December 18, 2025, at Irvine, California.

7 /s/ Lynda T. Bui
Lynda T. Bui

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("**Agreement**") is entered into by and between Lynda T. Bui, the Chapter 7 Trustee ("**Trustee**" or "**Seller**") for the bankruptcy estate of Christopher Roberts ("**Debtor**"), on the one hand, and Intercoastal Financial, LLC or its assignee ("**Buyer**"), on the other hand. The Trustee and the Buyer are collectively referred to as the "Parties".

RECITALS

A. The Debtor filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code on 06/14/2025 ("**Petition Date**") in the United States Bankruptcy Court, Central District of California, Riverside Division, initiating Case No. 6:25-bk-13982-SY ("**Bankruptcy Case**").

B. Lynda T. Bui is the duly appointed, qualifying, and acting Chapter 7 Trustee for the Debtor's Estate.

C. The last day to file claims in the case is 12/23/2025. Government claims are due 12/11/2025. As of the date of this Agreement, the Court's Claims Register reflects 3 claims filed in the aggregate amount of \$28,178.03 as general unsecured claims. The Debtor's Schedules reflect a \$2,534.00 priority unsecured claims and \$106,117.00 general unsecured claims.

D. According to Schedule A/B, the Estate has 4 parcels of land. the Assessor Parcel Numbers are:(1) 011-404-014-000;(2) 008-531-031-000;(3) 008-531-000 and (4) 009-103-009-000 (collectively, "**Parcels**"). See Part 1 on Schedule A/B.

E. The Trustee desires to sell, and Buyer desires to purchase the Parcels pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the covenants contained herein and intending to be legally bound hereby, the parties hereby agree as follows:

AGREEMENT

NOW, THEREFORE, after extensive, good-faith, arm's-length negotiations, in consideration of the foregoing Recitals, the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, and each intending to be legally bound hereby, the Parties stipulate and agree as follows:

1.1 Incorporation of Recitals. Subject to this Agreement and the conditions stated herein, the foregoing Recitals in their entirety are incorporated herein by this reference.

1.2 Purchase and Sale of Parcels. Upon the terms and subject to the conditions of this Agreement, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer the Parcels free and clear of all liens, claims, encumbrances and interests, and Buyer shall purchase the Parcels "as is where is" from Seller.

1.3 Parcels. The Assessor Parcel Numbers of the Parcels to be sold pursuant to this Agreement are: (1) 011-404-014-000; (2) 008-531-031-000; (3) 008-531-000 and (4) 009-103-009-000. Attached as Exhibit 1 to this Agreement are the tax accessor's invoices identifying the Parcels.

1.4 Purchase Price. The purchase price ("**Purchase Price**") shall be \$10,000. The Purchase Price shall be made in immediately available funds in the form of either a money order or cashier's check payable to the order of "*Lynda T. Bui, Trustee for the Estate of Christopher Roberts, Case No. 6:25-bk-13982-SY*" and delivered within five calendar days after the date of entry of the Court order approving this Agreement to the Trustee's office located at 3550 Vine Street, Suite 201, Riverside, CA 92507.

1.5 Free and Clear of Liens. The sale of the Parcels to the Buyer shall be free and clear of all liens, claims, encumbrances, and interests of the Estate, and its creditors and interest holders.

1.6 Good Faith Finding. The Seller shall seek a finding pursuant to 11 U.S.C. §363(m) that Buyer is a good faith purchaser.

1.7 Subject to Overbid. The sale of the Parcels shall be subject to overbids in the Bankruptcy Case. Potential bidders must bid an initial amount of at least \$2,000 over the Purchase Price, or \$12,000. Minimum bid increments thereafter shall be \$1,000. Subject to approval of the Court, the Trustee shall have sole discretion in determining (i) the other procedures to be utilized for bidding, (ii) which overbid is the best for the Estate.

1.8 Conditions to Effectiveness. This Agreement shall become effective upon the Parties mutual execution and delivery of this Agreement (the "**Effective Date**"). This Agreement shall terminate in the event of the failure of the conditions set forth in this section and as otherwise provided for in this Agreement.

1.9 Bankruptcy Court Approval. Promptly after the Effective Date, the Trustee shall file a motion with the Bankruptcy Court seeking approval of this Agreement and any transactions contemplated herein (the "**Approval Motion**").

1.10 Subject to Bankruptcy Court Approval. The effectiveness of this Agreement is expressly conditioned upon entry of an order, consistent with the terms of this Agreement, by the Bankruptcy Court approving this Agreement in its entirety (the "**Approval Order**"), and such order becoming a "**Final Order**". The Approval Order will be considered final Final Order if (a) the Approval Order has been entered without an

objection to the Approval Motion; or (b) the Approval Order has been entered notwithstanding an objection of the Approval Motion, but no notice of Appeal is filed prior to the expiration of the time for the filing of a notice of appeal pursuant to Rule 8002 of the Federal Rules of Bankruptcy Procedure; or (c) the Approval Order has been entered notwithstanding an objection to the Approval Motion and a notice of appeal is filed prior to the expiration of the time for the filing of a notice of appeal pursuant to Rule 8002 of the Federal Rules of Bankruptcy Procedure, but the Approval Order is not stayed pending appeal; or (d) the Approval Order has been entered notwithstanding an objection to the Approval Motion, an appeal is filed prior to the expiration of the time for the filing of a notice of appeal pursuant to Rule 8002 of the Federal Rules of Bankruptcy Procedure, and the Approval Order is stayed pending appeal, but the Approval Order is affirmed or the stay is lifted without the Approval Order being modified, revoked, reversed, remanded, set aside or vacated, and all other or further appeals or requests for reconsideration have been fully and finally exhausted.

1.11 Closing. The date of the transactions contemplated herein shall take place 10 days following the Approval Order becoming the Final Order (the "**Closing Date**") or at such other date as the parties mutually agreed upon. Upon Closing, the Seller will provide the Buyer with the Bankruptcy Trustee's Deed transferring title in the Parcels to the Buyer.

1.12 Representations. Except as expressly provided in this Agreement, each of the Parties represents, warrants and covenants that it has full power and authority to execute this Agreement and any related documents and that it has obtained all necessary approvals, consents and authorizations required for it to execute and deliver this Agreement and any related documents. Each Party executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

1.13 As-Is Where-Is Sale. Buyer has entered into this Agreement with the intention of making and relying upon its own investigation of the physical, environmental, economic, and legal condition of the Parcels and that Buyer is not relying upon any statements, information, reports, representations, or warranties made by Seller, or anyone acting or claiming to act on Seller's behalf concerning the Parcels. Buyer will purchase the Parcels in their "as is", "where-is" and "with-all faults" condition on the closing date without any warranties, whether express or implied (including the implied warranties of merchantability and fitness for a particular purpose) and assumes the risk that adverse physical, environmental, economic, or legal conditions may not have been revealed by its investigation. Buyer acknowledges that Buyer has investigated the value of the Parcels, and upon Bankruptcy Court approval of this Agreement, Buyer forever waives, for itself, and its successors and assigns, any and all claims against the Estate and the Seller, both as Trustee and individually, and her attorneys, agents, and employees, arising or which might otherwise arise in the future concerning the Parcels.

1.14 Trustee's Liability: Buyer acknowledges that the Trustee is acting in her official capacity only. No personal liability shall be sought or enforced against the Trustee with regard to this Agreement or the Parcels. In the event that Trustee fails or refuses to complete the transaction for any reason, then the limit of Trustee's liability is only to

immediately upon demand return any money paid to the Trustee by the Buyer, without deduction. All other liability of the Trustee, or her agents or attorneys, is hereby released. Prior to the closing of sale the Bankruptcy Court shall have and retain the sole and exclusive jurisdiction over the Parcels that is the subject of this transaction and Agreement; and all disputes arising before and after closing shall be resolved in the Bankruptcy Court.

1.15 Payment of Taxes. Any transfer, documentary, sales, use, stamp, registration, and other such taxes, and all conveyance fees, recording charges, and other fees and charges (including any penalties and interest) incurred in connection with the consummation of the transactions contemplated by this Agreement (collectively, the "**Transfer Taxes**") shall be borne by Buyer. Seller and Buyer shall use commercially reasonable efforts and cooperate in good faith to exempt the sale and transfer of the Parcels from any Transfer Taxes, including under Section 1146(a) of the Bankruptcy Code. Buyer will, at its own expense, file all necessary tax returns and other documentation with respect to all Transfer Taxes, and, if required by applicable law, the Parties will join in the execution of any such tax returns and other documentation. Seller shall cooperate with Buyer and provide all information reasonably requested by Buyer to file all tax returns and other documentation respect to all Transfer Taxes.

1.16 Good-Faith Cooperation; Further Assurances. The Parties shall cooperate with each other in good faith in respect of matters concerning the implementation and consummation of this Agreement. At any time, at the request of any of the Parties, the Party which has been requested, shall, at its own cost, execute all such documents and take such steps and do all such acts or things as may be reasonably required for the purpose of giving effect to the provisions of this Agreement, and, in particular, to ensure that its terms are binding on or enforceable against each of the Parties in any relevant jurisdiction.

1.17 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations or agreements, oral or written, between the parties hereto with respect to all or any part of the subject matter hereof, which negotiations or agreements shall be of no further force or effect. It is expressly understood and agreed by the Parties that this Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by each Party or the authorized representatives of each of the Parties.

1.18 Binding on Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their legal representatives, predecessors, successors and assigns.

1.19 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same agreement. Additionally, signature pages delivered by facsimile or via electronic mail in portable document format (.pdf) shall be deemed original.

1.20 Cooperative Drafting. In any construction or interpretation to be made of this Agreement, the same shall not be construed or interpreted against any one Party on the basis that such Party was the drafter.

1.21 Costs and Expenses. Each Party shall bear all of their respective costs and expenses, including attorneys' fees, incurred in connection with the preparation, negotiation, and execution of this Agreement and the Bankruptcy Case.

1.22 Attorneys' Fees. In the event that a Party files an action or proceeding to enforce or interpret or for breach of this Agreement, the prevailing Party shall be entitled to recover their costs and reasonable attorneys' fees.

1.23 Amendment or Modification. The Agreement may be amended only by a signed writing executed by the Parties, which writing also may be executed and delivered by electronic means; no oral modification of any term of the Agreement shall be effective for any purpose.

1.24 Choice of Law. This Agreement is to be governed by and construed in accordance with the Bankruptcy Code, to the extent applicable, and where state law is implicated, the law of the State of California shall govern. The Bankruptcy Court shall retain exclusive jurisdiction to interpret, enforce, and resolve any disputes arising under or related to this Agreement. Any motion or application brought before the Bankruptcy Court to resolve any dispute arising under or related to this Agreement shall be brought on proper notice in accordance with the relevant Federal Rules of Bankruptcy Procedure and the applicable local rules and guidelines for the United States Bankruptcy Court for the Central District of California.

1.25 Miscellaneous.

(a) The headings of all sections of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction or interpretation of any term or provision hereof.

(b) Wherever in this Agreement the context so requires, reference to the neuter, masculine or feminine shall be deemed to include each of the other, and reference to either the singular or the plural shall be deemed to include the other.

(c) Use of the term "including" in this Agreement shall be interpreted to be non-exclusive and to mean "including without limitation."

(d) Except as explicitly set forth herein, this Agreement shall not affect the rights and claims of any Party against any person or entity not a party to this Agreement.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day
and year noted below.

SELLER

Date: December 16, 2025

By: 

Lynda T. Bui, Chapter 7 Trustee for the
bankruptcy estate of Christopher Roberts

BUYER

Intercoastal Financial, LLC

Date: December __, 2025

By: See Next Page

George Bechakas
Its Managing Member

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year noted below.

SELLER

Date: December 16, 2025

By: See Previous Page

Lynda T. Bui, Chapter 7 Trustee for the
bankruptcy estate of Christopher Roberts

BUYER

Intercoastal Financial, LLC

Date: December 17, 2025

By: 

George Bechakas
Its Managing Member

EXHIBIT 1
Tax Accessors' Invoices



SECURED PROPERTY TAX STATEMENT
FOR THE FISCAL YEAR JULY 1, 2024 TO JUNE 30, 2025

ASSESSMENT NUMBER 008-531-031-000
ASSESSEE ON JANUARY 1, 2024 ROBERTS CHRISTOPHER

PROPERTY ADDRESS / DESCRIPTION

1374 ARCTIC AVE

MAIL TO:

ROBERTS CHRISTOPHER
PO BOX 5188
SALTON CITY CA 92275

3-M300757



ASSESSED VALUE

LAND 4,673

NET TOTAL 4,673

IMPORTANT MESSAGES

Original bill date 08/22/2024
Office Hours 9:00am-5:00pm

TAX RATE AREA CORTAC SUBSCRIBER / LOAN NUMBER

082-005

PHONE	TAXING ENTITY	TAX RATE	AGENCY TAX
	CVWD GENERAL - BONDS	0.110000	5.14
	CV UNIF SCH BOND	0.110000	5.14
	CV DESERT COM COL BD	0.039500	1.84
(760) 391-9600	CVWD #11 STANDBY CHG	DIRECT CHARGE	23.00
(442) 265-1888	MOSQUITO ABATE SER FEE	DIRECT CHARGE	7.74

TOTAL SPECIAL \$42.86

TAXING ENTITY	TAX RATE	NET TAX
1 PERCENT FULL VALUE	1.000000	46.72

NET TAX DUE ► \$89.58

1ST INSTALLMENT ►

ADD 10% PENALTY
AFTER DECEMBER 10, 2024

\$44.79

2ND INSTALLMENT ►

ADD 10% PENALTY
AND \$10.00 COST
AFTER APRIL 10, 2025

\$44.79



SECURED PROPERTY TAX STATEMENT
FOR THE FISCAL YEAR JULY 1, 2024 TO JUNE 30, 2025

ASSESSMENT NUMBER 009-103-009-000
ASSEESSEE ON JANUARY 1, 2024
ROBERTS CHRISTOPHER

PROPERTY ADDRESS / DESCRIPTION
2613 DOLPHIN DR

MAIL TO:

**ROBERTS CHRISTOPHER
PO BOX 5188
SALTON CITY CA 92275**

3-M300757



ASSESSED VALUE	
LAND	11,919
NET TOTAL 11,919	

IMPORTANT MESSAGES
Original bill date 08/22/2024
Office Hours 9:00am-5:00pm

TAX RATE AREA 082-003
CORTAC SUBSCRIBER / LOAN NUMBER

PHONE	TAXING ENTITY	TAX RATE	AGENCY TAX
	CVWD GENERAL - BONDS	0.110000	13.10
	CV UNIF SCH BOND	0.110000	13.10
	CV DESERT COM COL BD	0.039500	4.70
(760) 394-4446	SALTON COMMUNITY SEWER	DIRECT CHARGE	17.84
(760) 391-9600	CVWD #11 STANDBY CHG	DIRECT CHARGE	23.00
(760) 394-4446	SALTON COM SVC SWR CHG	DIRECT CHARGE	21.00
(442) 265-1888	MOSQUITO ABATE SER FEE	DIRECT CHARGE	7.74
TOTAL SPECIAL			\$100.48

TAXING ENTITY	TAX RATE	NET TAX
1 PERCENT FULL VALUE	1.000000	119.18
NET TAX DUE		\$219.66

1ST INSTALLMENT
ADD 10% PENALTY
AFTER DECEMBER 10, 2024
\$109.83

2ND INSTALLMENT
ADD 10% PENALTY
AND \$10.00 COST
AFTER APRIL 10, 2025
\$109.83



SECURED PROPERTY TAX STATEMENT
FOR THE FISCAL YEAR JULY 1, 2024 TO JUNE 30, 2025

ASSESSMENT NUMBER 009-161-012-000
ASSEESSEE ON JANUARY 1, 2024 ROBERTS CHRISTOPHER

PROPERTY ADDRESS / DESCRIPTION

2602 DOLPHIN DR

MAIL TO:

ROBERTS CHRISTOPHER
PO BOX 5188
SALTON CITY CA 92275

3-M300757



ASSESSED VALUE

LAND 10,605

NET TOTAL 10,605

IMPORTANT MESSAGES

Original bill date 08/22/2024
Office Hours 9:00am-5:00pm

TAX RATE AREA CORTAC SUBSCRIBER / LOAN NUMBER

082-003

PHONE	TAXING ENTITY	TAX RATE	AGENCY TAX
	CVWD GENERAL - BONDS	0.110000	11.66
	CV UNIF SCH BOND	0.110000	11.66
	CV DESERT COM COL BD	0.039500	4.18
(760) 394-4446	SALTON COMMUNITY SEWER	DIRECT CHARGE	17.84
(760) 391-9800	CVWD #11 STANDBY CHG	DIRECT CHARGE	23.00
(760) 394-4446	SALTON COM SVC SWR CHG	DIRECT CHARGE	21.00
(442) 265-1888	MOSQUITO ABATE SER FEE	DIRECT CHARGE	7.74

TOTAL SPECIAL \$97.08

TAXING ENTITY	TAX RATE	NET TAX
1 PERCENT FULL VALUE	1.000000	106.04

NET TAX DUE ► \$203.12

1ST INSTALLMENT ►
ADD 10% PENALTY
AFTER DECEMBER 10, 2024

\$101.56

2ND INSTALLMENT ►
ADD 10% PENALTY
AND \$10.00 COST
AFTER APRIL 10, 2025

\$101.56



SECURED PROPERTY TAX STATEMENT
FOR THE FISCAL YEAR JULY 1, 2024 TO JUNE 30, 2025

ASSESSMENT NUMBER

ASSESSEE ON JANUARY 1, 2024

011-404-014-000

ROBERTS CHRISTOPHER & FOELL LLOYD

PROPERTY ADDRESS / DESCRIPTION

2280 OPAL ST

MAIL TO:

*****5-DIGIT 92275

ROBERTS CHRISTOPHER & FOELL LLOYD
PO BOX 5188
SALTON CITY CA 92275

1-0016626
000058
000003



ASSESSED VALUE

LAND 2,842

NET TOTAL 2,842

IMPORTANT MESSAGES

Original bill date 08/22/2024
Office Hours 9:00am-5:00pm

TAX RATE AREA

CORTAC SUBSCRIBER / LOAN NUMBER

082-003

PHONE	TAXING ENTITY	TAX RATE	AGENCY TAX
	CVWD GENERAL - BONDS	0.110000	3.12
	CV UNIF SCH BOND	0.110000	3.12
	CV DESERT COM COL BD	0.039500	1.12
(760) 394-4446	SALTON COMMUNITY SEWER	DIRECT CHARGE	17.84
(760) 391-9600	CVWD #11 STANDBY CHG	DIRECT CHARGE	23.00
(760) 394-4446	SALTON COM SVC SWR CHG	DIRECT CHARGE	21.00
(442) 265-1888	MOSQUITO ABATE SER FEE	DIRECT CHARGE	7.74

TOTAL SPECIAL

\$76.94

TAXING ENTITY	TAX RATE	NET TAX
1 PERCENT FULL VALUE	1.000000	28.42

NET TAX DUE ►

\$105.36

1ST INSTALLMENT ►

ADD 10% PENALTY
AFTER DECEMBER 10, 2024

\$52.68

2ND INSTALLMENT ►

ADD 10% PENALTY
AND \$10.00 COST
AFTER APRIL 10, 2025

\$52.68

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Imperial, City of Salton City and described as follows:

Lot 36, Block 17, Tract 553, in the City of Salton City, in the County of Imperial, State of California, according to Map on file August 19, 1958, in [Book 4, Page\(s\) 61](#), of Final Maps, Records of Imperial County, California.

Excepting all underground water in, under or flowing through said land and water rights appurtenant thereto, reserved by Salton Riviera, Inc., by deed recorded August 19, 1958 in [Book 1002, Page\(s\) 442](#) of Official Records.

FOR INFORMATIONAL PURPOSES ONLY: APN: 011-404-014-000

(End of Legal Description)

MAP

THE MAP(S) CONNECTED HERewith AND PROVIDED IN CONNECTION WITH THIS TITLE PRODUCT IS/ARE BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THE MAP(S) SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THE MAP(S) MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART TITLE ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAP(S) NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP(S).

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Imperial Unincorporated Area and described as follows:

Lot 2, Block 10, Tract 716, in the County of Imperial, State of California, according to Map on file in [Book 9, Page 8](#) of Final Maps in the Office of the County Recorder of Imperial County.

FOR INFORMATIONAL PURPOSES ONLY: APN: 008-531-031-000

(End of Legal Description)

MAP

THE MAP(S) CONNECTED HERewith AND PROVIDED IN CONNECTION WITH THIS TITLE PRODUCT IS/ARE BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THE MAP(S) SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THE MAP(S) MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART TITLE ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAP(S) NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP(S).

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Imperial Unincorporated Area and described as follows:

Lot 5, Block 3, Tract 547 according to Map recorded in [Book 6, Page 13](#) of Maps, on file in the Office of the County Recorder of Imperial County.

FOR INFORMATIONAL PURPOSES ONLY: APN: 009-161-012-000

(End of Legal Description)

MAP

THE MAP(S) CONNECTED HERewith AND PROVIDED IN CONNECTION WITH THIS TITLE PRODUCT IS/ARE BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THE MAP(S) SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THE MAP(S) MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART TITLE ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAP(S) NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP(S).

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Imperial Unincorporated Area and described as follows:

Lot 30 in Block 4 in Tract No. 549, in the County of Imperial, State of California, according to Map on file in [Book 5, Page 42](#) of Final Maps in the Office of the County Recorder of Imperial County.

Excepting therefrom all oil, gas, oil shale, coal, phosphate, sodium, gold, silver, and all other mineral deposits, all uranium, thorium, or any other material which or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value; and further reserving the right to drill for and extract such deposits of oil and gas, or gas, and to prospect for, mine, and remove such deposits of other materials, as reserved by the State of California in patent recorded February 19, 1957 as Instrument no. 37 in [Book 832, Page 409](#) of Official Records.

Also excepting therefrom all underground water in, under, or flowing through said land and water rights appurtenant thereto, as reserved by Salton Riviera, Inc., in grant deed recorded November 5, 1958 as Instrument No. 44 in [Book 1008, Page 41](#) of Official Records.

FOR INFORMATIONAL PURPOSES ONLY: APN: 009-103-009-000

(End of Legal Description)

MAP

THE MAP(S) CONNECTED HERewith AND PROVIDED IN CONNECTION WITH THIS TITLE PRODUCT IS/ARE BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THE MAP(S) SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THE MAP(S) MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART TITLE ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAP(S) NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP(S).

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
3550 Vine Street, Ste. 210, Riverside, CA 92507

A true and correct copy of the foregoing document entitled (*specify*): **CHAPTER 7 TRUSTEE'S MOTION FOR ORDER APPROVING THE SALE OF FOUR PARCELS OF LAND PURSUANT TO BANKRUPTCY CODE § 363(b)(1); AND DECLARATION OF LYNDIA T. BUI IN SUPPORT THEREOF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) December 18, 2025, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**:

On (*date*) December 18, 2025, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) December 18, 2025, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

December 18, 2025
Date

Tonia Wooten
Printed Name

/s/ Tonia Wooten
Signature

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

3550 Vine St., Ste. 210, Riverside, CA 92507

A true and correct copy of the foregoing document entitled: **NOTICE OF MOTION FOR** (*specify name of motion*)
Chapter 7 Trustee's Motion for Order Approving the Sale of Four Parcels of Land Pursuant to Bankruptcy Code
§ 363(b)(1); and Declaration of Lynda T. Bui in Support Thereof

will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) 12/18/2025, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) 12/18/2025, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

12/18/2025 Tonia Wooten /s/ Tonia Wooten
Date *Printed Name* *Signature*

ADDITIONAL SERVICE INFORMATION (if needed):

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)

- **Lynda T. Bui (TR)** trustee.bui@shulmanbastian.com, C115@ecfbis.com
- **Katie E Hankard** bknotices@zwickerpc.com, bknotices@zwickerpc.com
- **Benjamin Heston** bhestonecf@gmail.com, benheston@recap.email, NexusBankruptcy@jubileebk.net
- **United States Trustee (RS)** ustpreion16.rs.ecf@usdoj.gov

2. SERVED BY UNITED STATES MAIL:

Buyer

Intercoastal Financial, LLC
Attn: George Bechakas
7954 Transit Rd. #144
Williamsville, NY 14221

Judge Copy

Hon. Scott H. Yun
United States Bankruptcy Judge
3420 Twelfth Street, Ste. 345
Riverside, CA 92501

☒ Service information continued on attached page

Label Matrix for local noticing
0973-6
Case 6:25-bk-13982-SY
Central District of California
Riverside
Thu Dec 18 13:32:50 PST 2025

Franchise Tax Board
Bankruptcy Section MS: A-340
P.O. Box 2952
Sacramento, CA 95812-2952

American Express National Bank c/o Zwicker &
80 Minuteman Road
P.O. Box 9043
Andover, MA 01810-0943

Employment Development Dept.
Bankruptcy Group MIC 92E
P.O. Box 826880
Sacramento, CA 94280-0001

Alliant Credit Union
PO Box 66945
Chicago, IL 60666-0945

American Express
PO Box 650448
Dallas, TX 75265-0448

American Express National Bank
c/o Becket and Lee LLP
PO Box 3001
Malvern PA 19355-0701

American Express National Bank, AENB
c/o Zwicker and Associates, P.C.
Attorneys/Agents for Creditor
P.O. Box 9043
Andover, MA 01810-0943

Capital One
PO Box 31293
Salt Lake City, UT 84131-0293

Capital One N.A.
by AIS InfoSource LP as agent
PO Box 71083
Charlotte, NC 28272-1083

Chase Card Services
PO Box 15298
Wilmington, DE 19850-5298

Citibank
PO Box 6500
Sioux Falls, SD 57117-6500

(p)DISCOVER FINANCIAL SERVICES LLC
PO BOX 3025
NEW ALBANY OH 43054-3025

Fifth Third Bank
5050 Kingsley Dr
Cincinnati, OH 45227-1115

Internal Revenue Service
Centralized Insolvency Operation
PO Box 7346
Philadelphia, PA 19101-7346

JPMorgan Chase Bank, N.A.
s/b/m/t Chase Bank USA, N.A.
c/o National Bankruptcy Services, LLC
P.O. Box 9013
Addison, Texas 75001-9013

PNC Bank
PO Box 71335
Cleveland, OH 44191-0535

Resurgent Receivables, LLC
Resurgent Capital Services
PO Box 10587
Greenville, SC 29603-0587

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Christopher Roberts
2681 King Place
Thermal, CA 92274-8184

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The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Discover Bank
PO Box 30943
Salt Lake City, UT 84130-0943

End of Label Matrix
Mailable recipients 22
Bypassed recipients 0
Total 22